

COMPLAINT

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Attorney for Plaintiff Ivan Shulyak

KEVIN STOCK
COUNTY CLERK
NO: 20-2-07536-7

**STATE OF WASHINGTON
PIERCE COUNTY DISTRICT COURT**

Ivan Shulyak, individual,

Plaintiff,

vs.

Tesla, Inc.

Defendant.

Case No.: _____

COMPLAINT

Now comes the Plaintiff, IVAN SHULYAK, by and through his attorney, BROOKS SIEGEL, ESQ., complaining about the Defendant, TESLA, INC. and affirmatively stating as follows:

PARTIES

1. Plaintiff Ivan Shulyak is an individual residing at 2324 Point Fosdick Drive NW, Gig Harbor, Washington 98335.

2. Defendant Tesla, Inc. is a foreign profit corporation with a principal place of business located at 3500 Deer Creek Road, Palo Alto, California 94304 (hereinafter "Defendant Tesla" or "Defendant Manufacturer"). This Defendant may be served with process by serving its registered agent, The Corporation Trust Co., Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

BACKGROUND

3. On or about July 10, 2018, Plaintiff purchased a new 2018 Tesla Model 3, VIN 5YJ3E1EA3JF042610 (the "Subject Vehicle") from an Authorized Dealership. Please see Exhibit A: Purchase Agreement.

4. The Subject Vehicle is registered in Washington and was purchased primarily for

personal, family, and/or household purposes.

5. At the time of purchase, the Subject Vehicle was accompanied by a factory warranty which, in relevant part, provided for a 4 (four) year/50,000 mile New Vehicle Limited Warranty and 8 (eight) year/100,000 mile Battery and Drive Unit Warranty (the "Warranty"). Please see Exhibit B: Pertinent Portion of Warranty. Warranty in its entirety is in Defendant's possession.

6. Defendant Tesla's warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

7. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted. Shortly after purchase, Plaintiff noticed numerous defects in the vehicle, including but not limited to: brakes squeak extremely loudly when braking at low speeds, vehicle will not shift into gear, vehicle cannot maintain power, internal battery fault, right rear window miscalibration causing scratched upper right brightwork, vehicle pulls to the right on acceleration, front right corner triangle plastic piece very loose necessitating replacement, rear defroster only partially defrosts, brakes squeaking despite numerous repair attempts, key card inoperative, driver side windshield wiper streaking, vehicle not stable while driving on rough road, vehicle gets tossed to right and left and is dangerous to drive, vehicle acts tense and as if unable to grip the road and maintain traction, vehicle died on driveway with almost a full charge, when drive over bump vehicle is thrown to the side, crack in rear glass necessitating replacement, turn signal not functioning properly, trunk does not release, primary release motor defects necessitating replacement, right side mirror defects, and key card defects persist. Plaintiff returned the vehicle to Authorized Dealerships for repair on at least 8 (eight) occasions. Please see Exhibit C: Repair Orders.

8. Authorized Dealerships have test driven the vehicle and made repairs to the vehicle, however, the defects continue to exist. During said repairs the Subject Vehicle was out of service for at least 30 (thirty) days.

9. Despite the prolonged time during which Authorized Dealerships were given the opportunity to repair Plaintiff's Vehicle, Authorized Dealerships failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

10. The defects experienced by the Plaintiff with the Subject Vehicle substantially

impaired its use, value and safety to the Plaintiff, and has shaken the Plaintiff's faith in the vehicle to operate as dependable transportation.

11. Despite Plaintiff's repeated efforts to allow Defendant the opportunity to repair the Subject Vehicle, many nonconforming and defective conditions were not repaired and still exist.

12. Plaintiff directly notified Defendant Tesla of the defective conditions concerning the Subject Vehicle and that Plaintiff desired a buy-back of the Subject Vehicle. Please see Exhibit D: Written Notification.

13. This cause of action arises out of the Defendant's breaches of warranty and contract and violations of the enclosed statutes, as set forth in this Complaint.

14. As a result, Plaintiff seeks to revoke his acceptance of the Subject Vehicle and be refunded the purchase price, along with all expenses Plaintiff has incurred as a result of the Subject Vehicle's non-conformities, including loss of use of the Subject Vehicle, and reimbursement for expenses related to aftermarket items installed on the Subject Vehicle.

15. In the alternative, Plaintiff seeks damages in the form of all expenses Plaintiff has incurred as a result of the Subject Vehicle's nonconformities, including loss of use of the Subject Vehicle, diminution of value of the Subject Vehicle, and costs of repair to return the vehicle to its warranted state, as well as reimbursement for expenses related to aftermarket items installed on the Subject Vehicle.

COUNT I
BREACH OF FACTORY WARRANTY

16. Plaintiff repeats and incorporates Paragraphs 1 through 15 as set forth above.

17. Defendant Tesla extended to Plaintiff a 4 (four) year/50,000 mile New Vehicle Limited Warranty and 8 (eight) year/100,000 mile Battery and Drive Unit Warranty ("Warranty").

18. Plaintiff, seeking to repair the Subject Vehicle, attempted to exercise his rights under the Warranty.

19. Defendant Tesla has failed to honor the terms of the Warranty.

20. As a result of the actions set forth above, Defendant Tesla has breached the Warranty.

21. As a result of Defendant Tesla's breach of Warranty, Plaintiff has and will continue to suffer significant monetary and consequential damages.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter Judgment in favor of Plaintiff and against Defendant in an amount to be determined at the Trial of the matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

COUNT II
BREACH OF MAGNUSON-MOSS WARRANTY ACT

22. Plaintiff repeats and incorporates Paragraphs 1 through 21 as set forth above.

23. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).

24. Plaintiff is a consumer as defined by 15 USC § 2301(3).

25. Defendant Tesla is a supplier and warrantor as defined by 15 USC § 2301(4)(5).

26. The Subject Vehicle is a consumer product as defined by 15 USC § 2301(6).

27. 15 USC § 2310(d)(1)(A), requires Defendant Tesla, as a warrantor, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC § 2304(d).

28. The actions of Defendant Tesla as hereinabove described and in failing to tender the Subject Vehicle to Plaintiff free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiff, constitute a breach of the written and implied warranties covering the Subject Vehicle and are a violation of the Magnuson-Moss Warranty Act.

29. Despite repeated demands and despite the fact that the Plaintiff has complied with all reasonable terms and conditions imposed upon him by Defendant Tesla, Defendant Tesla has failed and refused to cure any defects and non-conformity with the Subject Vehicle.

30. As a result of Defendant Tesla's breach of factory and implied warranty as set forth above, and Defendant Tesla's failure to honor its obligations under its warranties, Plaintiff has and will continue to suffer damages as enumerated above.

31. Defendant Tesla has had a reasonable opportunity to remedy the defects in the vehicle but has failed to do so, thereby entitling Plaintiff to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

32. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiff is entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

COUNT III
REV. CODE OF WA § 19.118.005 – 19.118.904
"LEMON LAW"

33. Plaintiff fully repeats and incorporates Paragraphs 1 through 32, as set forth above.

34. Plaintiff is a "consumer" under the Lemon Law, Rev. Code of WA § 19.118.021(4).

35. Defendant Manufacturer is a "manufacturer" under the Lemon Law, Rev. Code of WA § 19.118.021(8).

36. The Subject Vehicle is a "new motor vehicle" under the Lemon Law, Rev. Code of WA § 19.118.021(12).

37. The Subject Vehicle's defects are "nonconformities" under the Lemon Law, Rev. Code of WA § 19.118.021(14).

38. The warranty provided by Defendant Manufacturer is a "warranty" under the Lemon Law, Rev. Code of WA § 19.118.021(22).

39. The repairs to the Subject Vehicle were attempted during the "eligibility period" under the Lemon Law, namely the period ending two years after the date of the original delivery to the consumer of a new motor vehicle, or the first twenty-four thousand miles of operation, whichever occurs first, Rev. Code of WA § 19.118.021(6).

40. The Subject Vehicle has been subject to a reasonable number of repair attempts for the aforementioned defects, as during the eligibility period:

(1) the same nonconformity has been subject to diagnosis or repair four or more times, at least one of which is during the period of coverage of the applicable manufacturer's written warranty, and the nonconformity continues to exist, Rev. Code of WA § 19.118.041(2)(b); and/or

(2) the vehicle is out of service by reason of diagnosis or repair of one or more nonconformities for a cumulative total of thirty calendar days, at least fifteen of

them during the period of the applicable manufacturer's written warranty, Rev. Code of WA § 19.118.041(2)(c).

41. All attempted repairs were unsuccessful as the Subject Vehicle continues to have the aforementioned defects.

42. The aforementioned defects substantially impair the use or value of the Subject Vehicle to Plaintiff and prevent the Subject Vehicle from conforming to the Manufacturer's factory warranty.

WHEREFORE, Plaintiff prays that this Honorable Court enter an order requiring Defendant Tesla to accept return of the Subject Vehicle and refund Plaintiff the purchase price, together with any and all incidental and consequential damages, including attorney fees as provided by 15 USC § 2310(d)(2) and equitable relief to which Plaintiff is entitled.

WHEREFORE, Plaintiff prays for judgment as follows:

- (1) For actual damages in excess of \$25,000 according to proof at trial;
- (2) For attorney's fees and costs of suit incurred herein; and
- (3) For such other and further relief as the court deems just and proper under the circumstances.

DATED 4th day of September, 2020

LEMON LAW GROUP PARTNERS

By: *Brooks Siegel*

Brooks Siegel, Esq.
3323 NE 163rd Street, Suite 504
North Miami Beach, FL 33160
Tel. No.: (888) 415-0610
eservice@lemonlawgrouppartners.com
Attorney for Plaintiff Ivan Shulyak

EXHIBIT A



MOTOR VEHICLE PURCHASE AGREEMENT

DATE OF AGREEMENT:	07/10/18
BUYER'S AND CO-BUYER'S NAME AND ADDRESS:	SELLER'S NAME AND ADDRESS:
Ivan Vasilyevich Shulyak 2324 POINT FOSDICK DR NW, GIG HARBOR, WA 98335	Tesla, Inc. 435 Westlake Avenue North Seattle, WA 98109
VEHICLE TO BE DELIVERED ON OR ABOUT:	7/10/2018

DESCRIPTION OF PROPERTY						
New/Used	Year	Make	Model	Style	Vehicle Identification Number	ODO Mileage
New	2018	TESLA	Model 3	4-DR	5YJ3E1EA3JF042610	000050

PURCHASE PRICE	
1. Total Cash Price.	
A. Cash price of motor vehicle, options, accessories and fees. (See attached Vehicle Configuration for Itemization.)	\$ 52,500.00 (A)
B. Less Tesla Vehicle Trade-In (see Trade-in Annex)	\$ 0.00 (B)
C. Other	\$ (C)
D. Other	\$ (D)
E. Subtotal of Taxable Items (A through D)	\$ 52,500.00 (E)
F. Sales Tax	\$ 5,460.00 (F)
G. Lien Balance due on Trade-In	\$ 0.00 (G)
Total Cash Price (E through G)	\$ 57,960.00 (1)
2. Amounts Paid to Government Agencies*	
A. Registration/Transfer/Titling Fees	\$ 125.75 (A)
B. Vehicle License Fees	\$ 0.00 (B)
C. Other RTA County Fee	\$ 0.00 (C)
D. Other	\$ 0.00 (D)
Total Government Fees (A through D)	\$ 125.75 (2)
3. Subtotal (1 through 2)	\$ 58,085.75 (3)
4. Total Credits	
A. Order Payment	\$ 3,500.00 (A)
B. Other	\$ (B)
C. Order Modification Fee Credit	\$ 0.00 (C)
Total Credits (A through C)	\$ 3,500.00 (4)
5. Amount Due from Buyer (3 through 4)	\$ 54,585.75 (5)
*Seller may retain or receive part of the amounts paid to others.	

Serial: RN109123499-00-20180710163545



Motor Vehicle Purchase Agreement Vehicle Configuration

Customer	Description	Total in USD
Ivan Vasilyevich Shulyak	Model 3 Long Range RWD	\$49,000.00
2324 POINT FOSDICK DR NW	Model 3	-
GIG HARBOR, WA 98335	Rear-Wheel Drive	-
(253) 304-3929	Premium Black	-
shulyakivan@gmail.com	Silver Metallic	\$1,000.00
	19" Sport Wheels	\$1,500.00
	Premium Interior	-
VIN 5YJ3E1EA3JF042610	Subtotal	\$51,500.00
Reservation RN109123499	Destination Fee	\$925.00
Order Payment \$3,500.00	Documentation Fee	\$75.00
Accepted by 5/3/18 8:47 AM	Order Modification Fee	\$0.00
Customer on	Vehicle Total	\$52,500.00

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees.

EXHIBIT B



General Warranty Provisions

Tesla, Inc. ("Tesla") will provide repairs to the vehicle during the applicable warranty period in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty. Your rights and Tesla's obligations under this New Vehicle Limited Warranty apply within the Warranty Region where your Tesla vehicle was purchased new. The terms of this New Vehicle Limited Warranty will not apply if you bring your Tesla vehicle to a different Warranty Region, unless otherwise required by local law. The Warranty Regions are listed below.

Who is the Warrantor?

The Warranty Region, summarized below, is based on where the vehicle was first purchased from Tesla.

Warranty Region	Contact Information
USA and Canada	USA: Tesla, Inc. Attention: New Vehicle Limited Warranty P.O. Box 15430 Fremont, CA 94539 Phone: 1 877 79 TESLA (1 877 798 3752) Canada: Tesla Motors Canada ULC 1325 Lawrence Ave East Toronto, ON Canada M3A 1C6 Phone: 1 877 79 TESLA (1 877 798 3752)
Europe	Tesla Motors Netherlands B.V. Burgemeester Stramanweg 122, 1101 EN Amsterdam, Netherlands Phone: 020 365 00 08
Australia	Tesla Motors Australia, Pty Ltd. 10 Herbert Street St. Leonards NSW 2065, Australia Phone: 61 2 8015 2834
China	Tesla Motors (Beijing) Co., Ltd. 8F, Tower 3 China Central Place No.77 Jianguo Road Chaoyang District, Beijing Phone: 86 400 910 0707
Hong Kong	Tesla Motors HK Limited Kong Nam Industrial Building 603-609 Castle Peak Road Tsuen Wan, New Territories, Hong Kong Phone: 852 3974 0288
Japan	Tesla Motors Japan 8-5-41, Akasaka, Minato-ku Tokyo, Japan Phone: 0120 975 214

General Warranty Provisions



Jordan	Tesla Jordan Car Trading, LLC 61 Al-Ummal Street 11118 Bayader Wadi Seer Amman, Jordan Phone: 962 06 580 3130
Korea	Tesla Korea Limited Attention: Vehicle Service Yangcheon-ro 66-gil Gangseo-gu, Seoul, South Korea Phone: 080 822 0309
Macau	Tesla Energia Macau Limitada Lower Ground Floor, the Venetian Macao Estrada da Baia de Nossa Senhora da Esperanca, Macau Phone: 853 2857 8038
Mexico	Tesla Mexico Av. Paseo De La Reforma 404 Piso 13 Col. Juarez, Cuauhtemoc Distrito Federal 06600 Phone: 01 800 228 8145
New Zealand	Tesla New Zealand ULC 501 Karangahape Road Auckland, North Island New Zealand Phone: 4 831 8723
Taiwan	Tesla Motors Taiwan, Ltd. No. 6, Lane 11, Section 6 Minquan East Road Nehu District Taipei City 114, Taiwan Phone: 0809 007518
United Arab Emirates	Tesla Motors Netherlands B.V. (Dubai Branch) 146 Sheikh Zayed Road Al Wasi, P.O. Box 73076 Dubai, United Arab Emirates Phone: 971 (0) 4 521 7777

What Vehicles are Covered?

This New Vehicle Limited Warranty applies to vehicles sold by Tesla in your specific Warranty Region. For purposes of this New Vehicle Limited Warranty, your Tesla specific Warranty Region is defined as the region that your vehicle is first registered in, provided that you return to your specific Warranty Region in order to receive warranty service. Any subsequent purchasers or transferees must return to your specific Warranty Region in order to obtain warranty service regardless of the country in which such purchaser or transferee may have purchased the vehicle.



General Warranty Provisions

Multiple Warranty Conditions

This New Vehicle Limited Warranty contains warranty terms and conditions that may vary depending on the part or system covered. A warranty for specific parts or systems is governed by the coverage set forth in that warranty section as well as other provisions in this New Vehicle Limited Warranty.

Limitations and Disclaimers

THIS NEW VEHICLE LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR TESLA VEHICLE. All other implied or express warranties or conditions are disclaimed to the fullest extent allowed by the law in your Warranty Region, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, durability, or those arising out of a course of dealing or usage of trade. Some Warranty Regions do not allow limitations on implied warranties or conditions and/or how long an implied warranty or condition lasts, so the above limitations may not apply to you.

The performance of necessary repairs and parts replacement by Tesla is the exclusive remedy under this New Vehicle Limited Warranty or any implied warranties. Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this New Vehicle Limited Warranty. The decision of whether to repair or replace a part or to use a new, reconditioned, or remanufactured part will be made by Tesla, in its sole discretion.

Your Rights Under Local Laws

This New Vehicle Limited Warranty provides you with rights that are in addition to the statutory warranty rights that you may have under applicable local law according to the Warranty Region where your vehicle was first purchased. These statutory warranty rights can not be modified, affected or substituted. Tesla also refers you to Dispute Resolution and Country-Specific Consumer Disclosures on page 11.

Ownership Transfer

This New Vehicle Limited Warranty is transferable at no cost to any person(s) who subsequently and lawfully assume(s) ownership of the vehicle after the first retail purchaser within the described limitations of this New Vehicle Limited Warranty ("subsequent purchaser").

Who Can Enforce this New Vehicle Limited Warranty?

The first retail purchaser, or subsequent purchaser, of a new vehicle sold in your specific Warranty Region, titled or registered in the name of the first retail purchaser, or subsequent purchaser, according to the laws in your specific Warranty Region, can enforce this New Vehicle Limited Warranty subject to the terms of this New Vehicle Limited Warranty.

When Does the Warranty Period Begin and End?

This New Vehicle Limited Warranty begins on the first day a new vehicle is delivered by Tesla to the first retail or corporate purchaser(s) or lessor(s), or the day it is first put into service (for example used as a demonstrator or company vehicle), whichever comes first, and provides coverage for the period based on the specified warranty as described in the Warranty Coverage section of this New Vehicle Limited Warranty. Parts repaired or replaced, including replacement of the vehicle, under this New Vehicle Limited Warranty are covered only until the applicable warranty period of this New Vehicle Limited Warranty ends, or as otherwise provided by applicable law.

Warranty Coverage



This New Vehicle Limited Warranty includes the Basic Vehicle Limited Warranty, the Supplemental Restraint System ("SRS") Limited Warranty, and the Battery and Drive Unit Limited Warranty, each as described below.

Without prejudice to your rights as described in Your Rights Under Local Laws on page 4 and Dispute Resolution and Country-Specific Consumer Disclosures on page 11, the exclusive remedy available to you under this New Vehicle Limited Warranty is the repair or replacement of new or re-manufactured parts by Tesla for the covered defects. Subject to the exclusions and limitations described in this New Vehicle Limited Warranty, such repair or parts replacement will be performed without cost to you by Tesla when Tesla is notified of the covered defect within the applicable warranty period. Repairs will be performed using new, reconditioned, or re-manufactured parts at the sole discretion of Tesla. All replaced parts or other components are the exclusive property of Tesla unless otherwise provided under applicable law.

Basic Vehicle Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in this New Vehicle Limited Warranty, the Basic Vehicle Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla that occur under normal use for a period of 4 years or 50,000 miles (80,000 km), whichever comes first.

Supplemental Restraint System (SRS) Limited Warranty

Subject to the exclusions and limitations described in this New Vehicle Limited Warranty, the SRS Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of the vehicle's seat belts or air bag system manufactured or supplied by Tesla that occur under normal use for a period of 5 years or 60,000 miles (100,000 km), whichever comes first.

Battery and Drive Unit Limited Warranty

The Tesla lithium-ion battery (the "Battery") and Drive Unit are extremely sophisticated powertrain components designed to withstand extreme driving conditions. You can rest easy knowing that Tesla's state-of-the-art Battery and Drive Unit are backed by this Battery and Drive Unit Limited Warranty, which covers the repair or replacement of any malfunctioning or defective Battery or Drive Unit, subject to the limitations described below.

If your Battery or Drive Unit requires warranty repair, Tesla will repair the unit, or replace it with a new, reconditioned or re-manufactured part at the sole discretion of Tesla. The warranty replacement may not restore the vehicle to a "like new" condition, but when replacing a Battery, Tesla will ensure that the energy capacity of the replacement Battery is at least equal to that of the original Battery before the failure occurred while taking into consideration other factors, including the age and mileage of the vehicle.

To provide you with even more assurance, this Battery and Drive Unit Limited Warranty will also cover damage to your vehicle from a Battery fire even if it is the result of driver error. (Coverage will not extend to damage that had already been sustained before a Battery fire occurred, or to any damage if the Battery fire occurred after your vehicle had already been totaled.)

Your vehicle's Battery and Drive Unit are covered under this Battery and Drive Unit Limited Warranty for a period of:

- Model S and Model X - 8 years (with the exception of the original 60 kWh battery manufactured before 2015 that is covered for a period of 8 years or 125,000 miles/200,000 km, whichever comes first).
- Model 3 with Standard or Mid-Range Battery - 8 years or 100,000 miles (160,000 km), whichever comes first, with minimum 70% retention of Battery capacity* over the warranty period.



Warranty Coverage

- Model 3 with Long Range Battery - 8 years or 120,000 miles (192,000 km), whichever comes first, with minimum 70% retention of Battery capacity* over the warranty period.

*For warranty claims specific to Battery capacity, the replacement Battery will be in a condition appropriate to the age and mileage of the vehicle sufficient to achieve or exceed the minimum Battery capacity for the remainder of the warranty period of the original Battery. Note that the vehicle's range estimates are an imperfect measure of Battery capacity because they are affected by additional factors separate from Battery capacity. The measurement method used to determine Battery capacity, and the decision of whether to repair, replace, or provide reconditioned or re-manufactured parts, and the condition of any such replaced, reconditioned or re-manufactured parts, are at the sole discretion of Tesla.

Despite the breadth of this warranty, damage resulting from intentional actions (including intentionally abusing or destroying your vehicle or ignoring active vehicle warnings or service notifications), a collision or accident (excluding from Battery fires as specified above), or the servicing or opening of the Battery or Drive Unit by non-Tesla or non-certified personnel, is not covered under this Battery and Drive Unit Limited Warranty.

In addition, the Drive Unit is subject to the exclusions and limitations described in this New Vehicle Limited Warranty. Damage to the Battery resulting from the following activities is also not covered under this Battery and Drive Unit Limited Warranty:

- Damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend (other than as specified in your owner manual and any documentation provided by Tesla) or reduce the life of the Battery;
- Exposing the Battery to direct flame (excluding from Battery fires as specified above); or
- Flooding the Battery.

The Battery, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of Battery energy or power over time or due to or resulting from Battery usage is NOT covered under this Battery and Drive Unit Limited Warranty, except to the extent specified in this Battery and Drive Unit Limited Warranty. See your owner documentation for important information on how to maximize the life and capacity of the Battery, failure to follow these recommended battery maintenance and charging procedures shall void this Battery and Drive Unit Limited Warranty.

Body Rust Limited Warranty

This Body Rust Limited Warranty covers rust perforation (hole through the body panel from the inside outwards) resulting from a defect in material or workmanship for a period of 12 years and unlimited miles, excluding the following:

- Vehicles treated against rust, i.e., procedures commonly referred to as rustproofing or undercoating;
- Corrosion from defects in non-Tesla manufactured or supplied materials or workmanship causing perforation in body panels or the chassis from the inside out;
- Surface or cosmetic corrosion causing perforation in body panels or the chassis from the outside in, such as stone chips or scratches;
- Corrosion caused by, due to, or resulting from accidents, abuse, neglect, improper maintenance or operation of the vehicle, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage.

For more information on other paint, rust or corrosion concerns that are excluded from this New Vehicle Limited Warranty, see Additional Limitations and Exclusions on page 7.

EXHIBIT C



Tesla, Inc.
1762 133rd Place NE
Bellevue, WA, US, 98005
Ph: 971-600-2349
Fax: (425) 644-5405

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: By Appointment Only
Saturday-Sunday: By Appointment Only

Invoice date: 21-Jan-2020 Invoice number: 3003S0000727472
Data/Time Received: 21-Jan-2020 05:17:13 Data/Time Promised: 21-Jan-2020 06:30:00
Odometer In: 13073 Miles Odometer Out:
Ready Date:
Service Advisor:
Jason Fletcher

Paid

Bill To: Ivan Shulyak
2324 POINT FOSDICK DR NW
GIG HARBOR, WA, 98335
shulyakivan@gmail.com
Mobile Phone: 2533043929
Additional Phone:
Vehicle Identification Number: 5YJJE1EA3JF042610
Year: Model: License Plate Number: Colour:
Model 3 Silver Metallic

Job Number	Description Of Work	Amount (USD)				
1	<p>Concern: Replace Charge Port Pin Deadfronts</p> <p>The technician replaced the charge port deadfronts</p> <p>Correction: Replace Charge Port Insulator Pins With Updated Parts</p> <p>Parts Replaced or Added</p> <table><thead><tr><th>Part</th><th>Quantity</th></tr></thead><tbody><tr><td>DEADFRONT,PIN,CP,M3,SERVICE(1470434-00-C)</td><td>2.0</td></tr></tbody></table> <p>Pay Type: Basic Vehicle Limited Warranty</p>	Part	Quantity	DEADFRONT,PIN,CP,M3,SERVICE(1470434-00-C)	2.0	0.00
Part	Quantity					
DEADFRONT,PIN,CP,M3,SERVICE(1470434-00-C)	2.0					
2	<p>Concern: Customer: RHS mirror when locking the vehicle it does not always close. Also the RHS mirror when in reverse tilts down but when going back into drive does not tilt back up this is a constant thing</p> <p>The technician erased and reset the driver profiles. Then went over how to set the mirrors and there range of motion. The vehicle is operating as designed at this time</p> <p>Correction: General Diagnosis</p> <p>Pay Type: Basic Vehicle Limited Warranty</p>	0.00				
3	<p>Concern: Customer: Key card does not work. when wanting to allow another person to drive my car without the key it does not allow me. Before I could always allow another person to drive my car with permission from phone.</p> <p>The technician replaced one key card. The other 4 cards were erased and then reprogrammed. The keys are all working at this time. The second part for phone as key was customer education on the settings</p> <p>Correction: Additional Key - Program (Existing Key Present)</p> <p>Parts Replaced or Added</p> <table><thead><tr><th>Part</th><th>Quantity</th></tr></thead><tbody><tr><td>KEYCARD, NFC, M3(1104264-00-F)</td><td>1.0</td></tr></tbody></table> <p>Correction: General Diagnosis</p> <p>Pay Type: Basic Vehicle Limited Warranty</p>	Part	Quantity	KEYCARD, NFC, M3(1104264-00-F)	1.0	0.00
Part	Quantity					
KEYCARD, NFC, M3(1104264-00-F)	1.0					

Service Center hourly rate: USD 155



Tesla Inc.
1045 6th Avenue South
Seattle, WA, US, 98134
Ph.: (206)-467-1450
Fax: (206)-467-1469

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: 9:00 a.m. to 6:00 p.m.

Invoice date: 17-Jul-2019
Date/Time Received: 16-Jul-2019 12:37:59
Odometer In: 7834 Miles
Ready Date: 16-Jul-2019 07:48:07
Service Advisor: Tom Kliemann
Invoice number: 3000S0000201723
Date/Time Promised: 18-Jul-2019 05:30:00
Odometer Out: 7892 Miles

Paid

E.P.A.ID# WAH00046669

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Ivan Shulyak 2324 POINT FOSDICK DR NW GIG HARBOR, WA, 98335 shulyskivan@gmail.com	253-304-3929		5YJ3E1EA3JF042610
	Year	Model	License Plate Number
		Model 3	Colour: Silver Metallic

Job Number	Description Of Work	Amount (USD)
1	<p>Concern: Courtesy Inspection</p> <p>Tread depth Front Driver Outer: 8 Front Driver Middle: 8 Front Driver Inner: 8 Front Passenger Outer: 8 Front Passenger Middle: 8 Front Passenger Inner: 8 Back Driver Outer: 7 Back Driver Middle: 7 Back Driver Inner: 7 Back Passenger Outer: 7 Back Passenger Middle: 7 Back Passenger Inner: 7 Tire pressure Front Driver: 42 Front Passenger: 42 Back Driver: 42 Back Passenger: 42 New firmware staged Yes Washer fluid top off Performed: Yes Tire rotation recommended No</p> <p>Correction: Courtesy Inspection</p>	

Pay Type: Goodwill - Service 0.00

Concern: Crack in the rear glass
Removed and replaced rear glass. Performed by All Star Glass.
Correction: Replace Fixed Roof Glass

Parts Replaced or Added

Part	Quantity
PANORAMIC BACKLIT GLASS ASSEMBLY - M3 (1083204-99-F)	1.0

Pay Type: Basic Vehicle Limited Warranty 0.00

Concern: Customer states the turn signal isn't functioning as expected
Removed and replaced the SCCM and updated to latest firmware. Verified proper operation after repair.
Correction: General Diagnosis

Correction: Module - Steering Column Control (Remove & Replace)

Parts Replaced or Added

Part	Quantity
M3 STEER COLUMN CNTRL MODULE KOSTAL(1097882-00-L)	1.0
Kostal 10400891752(1028053-00-A)	1.0

Pay Type: Basic Vehicle Limited Warranty 0.00

Tesla Motors, 3500 Deer Creek Rd, Palo Alto, CA, 94304 USA



Tesla Inc.
1045 6th Avenue South
Seattle, WA 98134
Ph: (206)-467-1450
Fax: (206)-467-1469

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: 9:00 a.m. to 6:00 p.m.

PAID

E.P.A.ID# WAH000046668

Invoice Date	Invoice Number
16-Jan-2019	US-009-0000268243
Date/Time Received	Date/Time Promised
16-Jan-2019 10:27 AM	
Odometer In	Odometer Out
3196 Miles	3196 Miles
Ready Date	
01/16/2019 10:30:45	
Service Advisor	
Angie Tsang	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Ivan Shulyuk 2324 POINT FOSDICK DR NW GIG HARBOR, WA 98335 shulyukivan@gmail.com	253-304-3929		5YJ3E1EA3JF042610
Year	Model	License/Plate	Color
Not Provided	Model 3		Silver Metallic

Job Number	Description Of Work	Amount (USD)
1	<p>Technician recommended courtesy 4 Wheel Alignment in pursuit of customer satisfaction</p> <p>Diagnostics team reviewed logs for the 9th and 10th of December, and confirmed no alerts were present for the drive unit, parking brakes, or traction control system that would indicate an issue caused by the vehicle being towed on a flat bed using skids as opposed to dollies. Please advise the customer that the vehicle does not have a limited slip differential. In pursuit of customer satisfaction a four wheel alignment was performed as requested. Test drive after alignment and confirmed vehicle tracks as expected.</p> <p>Correction: Four Wheel Alignment - Check and Adjust.</p>	<p>Pay Type: Goodwill - Service 0.00</p>

Service Center hourly rate: 125

All parts are new unless otherwise specified.

Notes:

Payment Terms:
Due upon receipt.

Subtotal Labor & Miscellaneous Items	0.00
Labor & Miscellaneous Items Price	0.00
Adjustment	
Total Labor	0.00
Subtotal Parts	0.00
Parts Price Adjustment	0.00
Total Parts	0.00
Shipping	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00
TOTAL PAID	0.00
DUE AMOUNT	0.00

Concern: Funk does not release

Technician found primary latch release motor malfunction. Removed and replaced primary release motor.

Correction: Actuator - Latch - Hood - Primary (Remove & Replace)

Parts Replaced or Added

4

Part	Quantity
M3 FRUNK LATCH ACTUATOR PRIMARY RELEASE (1098789-00-C)	1.0

Pay Type: Basic Vehicle Limited Warranty 0.00

Service Center hourly rate: USD 155

All parts are new unless otherwise specified.

Notes:

Payment Terms:
Due upon receipt.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged \$35 per day for storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Customer paid Tesla branded parts are covered under "Parts, Body, and Paint Limited Warranty" for the period of 12 months. Please visit <https://www.tesla.com/support> for exceptions, exclusions, and limitations.

Please be aware that your vehicle's dashcams and any other photo or video capturing devices will be automatically disabled for your service visit. Your vehicle's Tesla dashcam will be enabled when you pick up your Tesla from this Service Visit.

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not effect the protections or remedies the buyer has under other laws.

Full Name:



Tesla Inc.
1045 6th Avenue South
Seattle, WA 98134
Ph: (206)-467-1450
Fax: (206)-467-1469

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: 9:00 a.m. to 6:00 p.m.

PAID

E.P.A.ID# WAH000046668

Invoice Date	Invoice Number
10-Jan-2019	US-009-0000231251
Date/Time Received	Date/Time Promised
10-Jan-2019 11:46 AM	
Odometer In	Odometer Out
3151.5 Miles	3195.5 Miles
Ready Date	
01/10/2019 18:20:14	
Service Advisor	
Angie Tsang	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Ivan Shulyak 2324 POINT FOSDICK DR NW GIG HARBOR, WA 98335 shulyakivan@gmail.com	253-304-3929		5YJ3E1EA3JF042610
Year	Model	License Plate	Color
Not Provided	Model 3		Silver Metallic

Job Number	Description Of Work	Amount (USD)						
1	<p>Sun, Dec 30, 2018 at 3:12 PM - Customer emailed: "After I picked up my Model 3, when I drive over a road bump the car is being thrown to the side. That is very concerning safety issue." Below, you will find photos of the tow truck loading my vehicle when it was first brought over to you December 5th, 2018, you will also find an invoice from the shop ATR where I get repairs done on my other vehicles. I've asked them to simply send one of their techs out with me on a drive to demonstrate what's going on with the vehicle. They included some notes in the attached invoice that clearly indicate that there are issues with my vehicle. I don't have the time to keep coming back to Seattle to have my brand new Tesla repaired constantly."</p> <p>Technician torqued front end found no issues vehicle tracks straight and drives as expected.</p> <p>Correction: Front Suspension (including Hubs)</p> <table> <tr> <th>Price</th><th>Adjustment</th><th>Subtotal</th></tr> <tr> <td>0.00</td><td>0.00</td><td>0.00</td></tr> </table> <p>General Diagnosis</p> <p>Pay Type: Customer Pay</p> <p>Total Job Parts: 0.00</p> <p>Total Labor & Miscellaneous Items: 0.00</p>	Price	Adjustment	Subtotal	0.00	0.00	0.00	0.00
Price	Adjustment	Subtotal						
0.00	0.00	0.00						
2	<p>Roadjust Hood Latch</p> <p>Technician performed bulletin as needed:</p> <p>Correction: Modify Underhood Storage Unit And Shim Hood Latch Assembly</p> <p>Pay Type: Warranty</p>	0.00						

Service Center hourly rate: 125

All parts are new unless otherwise specified.

Notes:

Driver side outer tail light has excessive condensation.

Technician was unable to duplicate issue. Some condensation is normal as long as it clears in reasonable time of use. If issue returns please email picture for diagnostic review.

Correction: Exterior Lights General Diagnosis

3

Pay Type: Rectification 0.00

One of our key cards are inoperative.

Technician programmed new key(s) as needed.

Correction: Keyless Entry and Security General Diagnosis

Correction: Key Card - Remote Keyless Entry (RKE) - Replace 2 Key Cards

4

Correction: Key Card - Remote Keyless Entry (RKE) - Programming

Parts Replaced or Added

Part	Quantity
KEYCARD, NFC, M3 (1104284-00-F)	1

Pay Type: Warranty 0.00

I would like to also purchase 2 new key cards to bring home 4 total key cards.

Programmed new keys as requested.

Correction: Key Card - Remote Keyless Entry (RKE) - Replace 2 Key Cards

Parts Replaced or Added

Part	Quantity
KEYCARD, NFC, M3 (1104284-00-F)	2

5

Pay Type: Goodwill - Service 0.00

Driver's side wiper is streaking
 Technician cleaned glass and blades. Checked and adjusted wiper arm/blade
 angle as needed
 Correction: Wiper and Washers General Diagnosis

6

Pay Type: Goodwill - Service 0.00

Service Center hourly rate: 125

All parts are new unless otherwise specified.

Notes:

Payment Terms:
 Due upon receipt.

Subtotal Labor & Miscellaneous Items	0.00
Labor & Miscellaneous Items Price Adjustment	0.00
Total Labor	0.00
Subtotal Parts	0.00
Parts Price Adjustment	0.00
Total Parts	0.00
Shipping	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

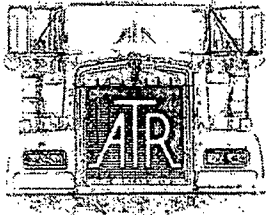
I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.



Anthony Truck Repair
3202 S 86TH ST
TACOMA, WA 98409
Shop:258-471-0948
FAX:258-471-0947

Date:	Inv #
1/9/2019	85763
Due Date:	1/31/2019

INVOICE

Bill To:
Ivan Shulyak 6232 S. ORCHARD ST TACOMA WA 98647 904-521-2950 TAXABLE
FAX:

Truck/Trailer#	TESLA 3, 2018
VIN #	5YJ3E1EA3JF042610
Milage	3,148
Mechanic	267

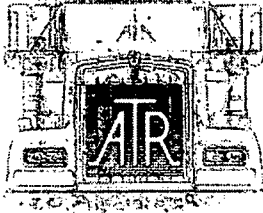
Item	Description	Qty	Rate	Amount
Labor	CUSTOMER CAME IN WITH COMPLAINT THAT VEHICLE IS NOT STABLE WHILE DRIVING ON ROUGH ROAD. HE CLAIMS THAT TESLA IS NOT RESPONDING TO THIS ISSUE AND WANTS ATR TO PERFORM A TEST DRIVE TO ENSURE BASIC SAFETY OF THE VEHICLE. OWNER OF THE VEHICLE ALONG WITH A TECHNICIAN DROVE OUT FROM TACOMA ON I5 heading SOUTH (VEHICLE MI 3,129) TO MILEPOST 124 AND BACK TO TACOMA (VEHICLE MI 3,148). IMMEDIATELY TECHNICIAN NOTICED AN ISSUE THAT IS MOST LIKELY SUSPENSION RELATED. ON THE DRIVE, TECHNICIAN STATED THAT IT SEEMS AS IF ONE REAR WHEEL UNDER ACCELERATION IS GETTING POWER WHILE THE OTHER IS SOMEWHAT BRAKING AND AS A RESULT THE VEHICLE GETS TOSSED EITHER TO THE RIGHT OR THE LEFT. THIS MAKES THE VEHICLE DANGEROUS TO DRIVE WHEN THE DRIVER IS UNAWARE OF THE EXISTING ISSUE. ALSO, THE TECHNICIAN NOTICED WHEN CROSSING TRAIN TRACKS OR CATCHING SMALL BUMPS ON GRADUAL TURNS THE VEHICLE ACTS VERY TENSE AND UNABLE TO GRIP THE ROAD AND MAINTAIN TRACTION. / 267	1.5	100.00	150.00T

Subtotal

Sales Tax (10.1%)

Total

Balance Due



Anthony Truck Repair
3202 S 36TH ST
TACOMA, WA 98409
Shop:253-471-0948
FAX:253-471-0947

Date:	Inv #
1/9/2019	85763
Due Date	1/31/2019

INVOICE

Bill To
Ivan Shulyak 6232 S. ORCHARD ST TACOMA WA 98647 904-521-2950 TAXABLE
FAX:

Truck/Trailer#	TESLA 3, 2018
VIN #	5YJ3E1EAMJF042610
Milage	3,148
Mechanic	267

Item	Description	Qty	Rate	Amount
	NOTE: THE OWNER OF THE VEHICLE NOTICED THESE ISSUES APPEAR WHEN HE PICKED UP HIS VEHICLE FROM SEATTLE DEALER WHERE IT SAT FOR 3 WEEKS FOR SOME OTHER ISSUES. OWNER ALSO PRESENTED PHOTOS OF THE TOW TRUCK THAT TESLA HIRED TO PICK UP HIS VEHICLE ON DECEMBER 5TH, 2018 WHEN IT COMPLETELY DIED IN HIS DRIVEWAY WITH ALMOST A FULL CHARGE. THE TOW TRUCK DID NOT ENGAGE "TRANSPORT MODE" BUT INSTEAD HOOKED HIS WINCH THE BACK OF THE VEHICLE UNDER THE BUMPER AND AGGRESSIVELY DRAGGED THE VEHICLE FROM THE CONCRETE DRIVEWAY ONTO HIS BED OF THE TRUCK. THE WHEELS WERE SKIDDING ONTO THE BED OF THE TRUCK AND HE LATER USED A WOOD PLANK AND WATER TO REDUCE FRICTION BETWEEN THE TIRES AND HIS METAL BED. ATR TECHNICIAN FOUND NO DESIGNATED TOW HOOK UNDER THE VEHICLE WHERE THE TOW TRUCK COULD OF HOOKED UP TO WHEN DRAGGING THE VEHICLE ONTO THE BED. ATR TECHNICIAN CONCLUDED THAT THIS VEHICLE MOTOR, SUSPENSION, ELECTRICAL SYSTEM AND FRAME NEED TO BE LOOKED AT AND TESTED BY TESLA IMMEDIATELY.			

ALL PARTS ARE SOLD "AS IS" AND ARE COVERED ONLY BY THE MANUFACTURER'S WARRANTY. All labor is subject to a warranty period of 30 days. Anthony Truck Repair will not be held responsible for any towing or transportation fees acquired due to damages that may have occurred as a result of our work. Requests for warranty work outside of Anthony Truck Repair must be approved by Anthony Truck Repair before any warranty payments will be made. Electrical parts & electronic work will not be covered by our warranty. A \$20 Late Fee will be applied to all payments made later than 1 day from the date of invoice. ALL PAST DUE ACCOUNTS WILL BE CHARGED 1.5 % INTEREST PER MONTH ON OUTSTANDING BALANCES. THE CUSTOMER IS RESPONSIBLE FOR ALL COST AND FEES INCURRED BY ANTHONY TRUCK REPAIR IN THE COLLECTION OF OUTSTANDING BALANCES.

Subtotal \$150.00

Sales Tax (10.1%) \$15.15

Total	\$165.15
Balance Due	\$165.15

CUSTOMER'S
 SIGNATURE: _____



TESLA MOTORS
 1762 133rd Place NE,
 Bellevue, WA 98005
 Ph: 425-619-8070
 Fax: (425) 844-5405

Invoice

SERVICE DEPARTMENT HOURS
 Mon-Fri: 9:00 a.m. to 6:00 p.m.

Invoice Date	Reference Number
25-Oct-2018	RONS1219001980
Date/Time Received	Date/Time Promised
25-Oct-2018 1:10 p.m.	
Odometer In	Odometer Out
1813 Miles	1814 Miles
Ready Date	
25-Oct-2018	
Service Advisor	
Victoria Meas	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Ivan Shuyak	253-304-3929	253-304-3929	5YJ3E1EA3JF042610
2324 POINT FOSDICK DR NW, GIG HARBOR, WA 98335 shuyakivan@gmail.com	Year	Model	License Plate
	2018	Model 3	Silver Metallic

Job Number	Description Of Work	Amount (USD)
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Concern: Customer states: When braking at low speeds pressing down the brake pedal, it squeaks extremely loud. Customer is requesting a mobile visit for diagnosis.

Corrections: Brake Discs and Calipers General Diagnosis

Could not duplicate customers concern. Ask for customer to monitor and reach out if concern continues.

1	Pay Type: Goodwill - Service	0.00
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Concern: Mobile Service (on-site work performed)

Corrections: Mobile Service - Level 1 Vehicle

Technician dispatched for repairs

2	Pay Type: Goodwill - Service	0.00
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Front right corner triangle plastic piece very loose. Replace.

Technician re-secured as needed.

Correction: Exterior Trim General Diagnosis

Correction: Sag - Outer Bolt - Front Door - RH

3

Parts Replaced or Added

Part	Quantity
RWK M3P UPPER BRIGHT TRIM CAP RH (1083520-60-C)	2

Pay Type: Service Plan 0.00

Service Center hourly rate: 125

All parts are new unless otherwise specified.

Notes:

Payment Terms:
Due upon receipt.

Subtotal Labor & Miscellaneous Items	0.00
Labor & Miscellaneous Items Price Adjustment	0.00
Total Labor	0.00
Subtotal Parts	0.00
Parts Price Adjustment	0.00
Total Parts	0.00
Shipping	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

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Tesla Inc.
1045 6th Avenue South
Seattle, WA 98134
Ph: (206)-467-1450
Fax: (206)-467-1489

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: 9:00 a.m. to 6:00 p.m.

E.P.A.ID# WAH000046668

Invoice Date	Invoice Number
14-Dec-2018	US-009-0000100580
Date/Time Received	Date/Time Promised
Odometer In	Odometer Out
3058.1 Miles	3059.6 Miles
Ready Date	
Service Advisor	
Angie Tsang	

To:	Mobile Phone	Additional Phone	Vehicle Identification Number
Jan Shulyak	253-304-3929		5YJ3E1EA3JF042610
324 POINT FOSDICK DR NW	Year	Model	License Plate
JIG HARBOR, WA 98335	Not Provided	Model 3	
hulyakivan@gmail.com			Silver Metallic

Job Number	Description Of Work	Amount (USD)
1	<p>Special Order Part Customer states: Rear defroster only partially defrosts PHOTOS ATTACHED</p> <p>Technician confirmed rear defrost is not working as expected; All-Star replaced back glass as needed.</p> <p>Correction: Glass - Backlight</p> <p>Pay Type: Warranty</p>	0.00
2	<p>Brakes are squeaking</p> <p>Technician burnished brakes as needed. Technician noted we recommend turning down regenerative brakes once in a while so that performance brake pads get used and cleaned off from use which will help reduce brake noise.</p> <p>Correction: Brake Discs and Callipers General</p> <p>Diagnosis</p> <p>Correction: Brake Pads - Burnishing</p> <p>Pay Type: Goodwill - Service</p>	0.00

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

No faults found during inspection

3

Pay Type: Goodwill - Service

0.00

Service Center hourly rate: USD 125.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

Additional Amounts Revised Estimate Job Number Date & Time Approved By (If 3 By Phone)

You agree that Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

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I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-300 miles. Customer understands and agrees the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair charges. Any warranties on products sold hereby are those of those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitations contained herein does not apply where prohibited by law.



Repaired this day



Repaired this day

RONS1219001960

Printed: 2020.11.25 14:14

2 of 2



TESLA MOTORS
1045 6th Avenue South,
Seattle, WA 98134
Ph: (206)-467-1450
Fax: (206)-467-1489

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: 9:00 a.m. to 6:00 p.m.

E.P.A.ID# WAH000046868

Invoice Date	Reference Number
06-Dec-2018	RONC9604031849
Date/Time Received	Date/Time Promised
06-Dec-2018 1:52 p.m.	
Odometer In	Odometer Out
3048 Miles	3057 Miles
Ready Date	
08-Dec-2018	
Service Advisor	
Tiffany Syharath	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Ivan Shulyak 2324 POINT FOSDICK DR NW, GIG HARBOR, WA 98335 shulyakivan@gmail.com	253-304-3929	253-304-3929	5YJ3E1EA3JF042610
Year	Model	License Plate	Color
2018	Model 3		Silver Metallic

Job Number	Description Of Work	Amount (USD)								
1	<p>Concern: Customer: customer states that vehicle will not shift into gear and is showing that vehicle cannot maintain power</p> <p>Corrections: Vehicle Alerts General Diagnosis</p> <p>Technician traced issue to internal battery fault. Recommends replacement of Power Conversion System.</p> <p>Corrections: Power Conversion System</p> <p>Technician removed and replaced power conversion system. Test drove vehicle and confirmed operation. No further repairs recommended.</p> <p>Parts Replaced or Added</p> <table border="1"> <thead> <tr> <th>Part</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>ASY,Power Conversion System,PCS,48A,1PH,MDL3 (1135558-00-C)</td> <td>2</td> </tr> <tr> <td>BOLTANDWSHR(DBL),M8x23,STL ZNFL.SDOG ADH (1104475-00-C)</td> <td>2</td> </tr> <tr> <td>BOLT,TE,M6x14,(88),ZNNI,SEAL,SDOG (1115916-00-A)</td> <td>10</td> </tr> </tbody> </table> <p>Pay Type: Warranty</p>	Part	Quantity	ASY,Power Conversion System,PCS,48A,1PH,MDL3 (1135558-00-C)	2	BOLTANDWSHR(DBL),M8x23,STL ZNFL.SDOG ADH (1104475-00-C)	2	BOLT,TE,M6x14,(88),ZNNI,SEAL,SDOG (1115916-00-A)	10	0.00
Part	Quantity									
ASY,Power Conversion System,PCS,48A,1PH,MDL3 (1135558-00-C)	2									
BOLTANDWSHR(DBL),M8x23,STL ZNFL.SDOG ADH (1104475-00-C)	2									
BOLT,TE,M6x14,(88),ZNNI,SEAL,SDOG (1115916-00-A)	10									

Service Center hourly rate: USD 125.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:
Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER
WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

3

Driver side outer tail light has excessive condensation.

Technician was unable to duplicate issue. Some condensation is normal as long as it clears in reasonable time of use. If issue returns please email picture for diagnostic review.

Correction: Exterior Lights General Diagnosis

Pay Type: Rectification 0.00

4

One of our key cards are Inoperative.

Technician programmed new key(s) as needed.

Correction: Keyless Entry and Security General Diagnosis

Correction: Key Card - Remote Keyless Entry (RKE) - Replace 2 Key Cards

Correction: Key Card - Remote Keyless Entry (RKE) - Programming

Pay Type: Warranty 0.00

5

I would like to also purchase 2 new key cards to bring home 4 total key cards.

Programmed new keys as requested.

Correction: Key Card - Remote Keyless Entry (RKE) - Replace 2 Key Cards

Price	Adjustment	Subtotal
0.00	0.00	0.00

Parts Replaced or Added

Part	Quantity	Unit Price	Price	Adjustment	Subtotal
KEYCARD, NFC, M3 (1104284-00-F)	2	7.50	15.00	0.00	15.00

Parts Subtotal
15.00

Pay Type: Customer Pay 15.00

Total Job Parts: 15.00

Total Labor & Miscellaneous Items: 0.00

Driver's side wiper is streaking

Technician cleaned glass and blades. Checked and adjusted wiper arm/blade angle as needed

Correction: Wiper and Washers General Diagnosis

6

Pay Type: Goodwill - Service 0.00

Service Center hourly rate: 125

All parts are new unless otherwise specified.

Notes:

Payment Terms:
Due upon receipt.

Subtotal Labor & Miscellaneous Items	0.00
Labor & Miscellaneous Items Price Adjustment	0.00
Total Labor	0.00
Subtotal Parts	15.00
Parts Price Adjustment	0.00
Total Parts	15.00
Shipping	0.00
Referral Credit	0.00
Subtotal	15.00
Sales Tax	1.52
TOTAL AMOUNT	16.52

authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.



Tesla Inc.
1045 6th Avenue South
Seattle, WA 98134
Ph: (206) 467-1450
Fax: (206) 467-1469

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: 9:00 a.m. to 6:00 p.m.

E.P.A.ID# WAH000046668

Invoice Date	Invoice Number
26-Dec-2018	US-009-0000148139
Date/Time Received	Date/Time Promised
22-December-2018 09:30 AM	
Mileage In	Odometer Out
3075 Miles	3075.2 Miles
Ready Date	
Service Advisor	
Aaron Boyle	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Ivan Shulyak 2324 POINT FOSDICK DR NW GIG HARBOR, WA 98335 shulyakivan@gmail.com	253-304-3929		5YJ3E1EA3JF042610
Year	Model	License Plate	Color
Not Provided	Model 3		Silver Metallic

Job Number	Description Of Work	Amount (USD)
1	<p>Client states due to mis-calibration of rear right window that the window glass stayed open and contacted the upper right bright-work resulting in a scratched upper right brightwork. Please replace upper right brightwork and check calibration of windows.</p> <p>Technician re-calibrated windows as needed. We have ordered now upper bright work for vehicle and will reach out once part arrives to arrange replacement.</p> <p>Correction: Brightwork - Upper - RH</p> <p>Pay Type: Goodwill - Service</p>	0.00
2	<p>Client adamant that vehicle pulls to the right on acceleration after previous service. Please perform test drive / align as needed. Power Conversion System replaced on 12/06/2018.</p> <p>four wheel alignment performed as needed.</p> <p>Correction: Four Wheel Alignment - Check and Adjust</p> <p>Pay Type: Goodwill - Service</p>	0.00

EXHIBIT D

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
3323 NE 163rd Street, Suite 504
North Miami Beach, Florida 33160

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

February 5, 2020

Tesla Headquarters
3500 Deer Creek Road
Palo Alto, CA 94304

Re: Ivan Shulyak
Vehicle: 2018 Tesla Model 3
VIN: 5YJ3E1EA3JF042610

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Ivan Shulyak relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Brooks Siegel

Attorney for Plaintiff

CC: Tesla - Seattle - Westlake, 435 Westlake Ave N, Seattle, WA 98109

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk